

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400069

PRINT DATE: 11/15/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1680642259
OCCASION OF A LIFETIME LLC
DBA LITTLEQUIP.COM/SQUAD CAR SUPPLY
PO BOX 25
MYERSVILLE, MD 21773
(800) 734-3030

REFER QUESTIONS TO:

SUZAN EDWARDS
(410) 767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:

EXPR DATE: 08/27/14
POST DATE: 07/24/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT

FOR

EMERGENCY VEHICLE WARNING SYSTEMS

VENDOR CONTACT: JACK BACORN
800-734-3030
EMAIL: JACK@SQUADCARSUPPLY.COM

THIS BPO EXTENDS THE ORIGINAL BPO, 001B1400222, FOR TWO (2) ADDITIONAL YEARS AND ALL TERMS AND CONDITIONS REMAIN THE SAME. THERE ARE NO RENEWAL OPTIONS REMAINING ON THIS CONTRACT.

CONTRACT PERIOD: 08/27/2012 - 08/27/2014.

REQUIREMENTS OF CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE SPECIFIED ITEM(S) FOR THE CONTRACT PERIOD OF TWO (2) YEARS.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400069

PRINT DATE: 11/15/12

PAGE: 02

TERMS (cont'd):

THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00 ARE INCORPORATED HEREIN BY REFERENCE.

THIS IS A FIRM FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE CONTRACT PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS. HOWEVER, IN THE EVENT OF ANY DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASES.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

PRICING MUST REMAIN THE SAME FOR ADDITIONAL QUANTITIES FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR SHALL KEEP IN INVENTORY A STOCK OF THESE ITEMS.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE DELIVERY POINT STATED IN THE BID. ALL SHIPPING, HANDLING, INSTALLATION AND ADMINISTRATIVE CHARGES SHALL BE CALCULATED IN THE BID PRICING.

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY ON THE PURCHASE ORDER REGARDING THE BILLING PROCEDURE.

DELIVERY:

DELIVERIES ARE TO BE ARRANGED WITH THE USING AGENCY(S) AND WHENEVER THE AUTHORIZED USER NOTIFIES THE CONTRACTOR/VENDOR THAT IT WISHES TO PURCHASE ITEMS, THE CONTRACTOR/VENDOR SHALL DELIVER THE ITEMS WITHIN FOURTEEN (14) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. THE USING AGENCY(S) MAY HAVE MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400069

PRINT DATE: 11/15/12

PAGE: 03

TERMS (cont'd):

TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR MINIMUM PERIODS OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERSEDE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD. SIZES AND QUANTITIES WILL BE PROVIDED BY THE USING AGENCY.

LIMITS ON USING AGENCY AUTHORITY: THE CONTRACTOR/VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

CONTRACTOR/VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN.

A REPORT MUST BE FURNISHED BY THE CONTRACTOR/VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) EMAIL AD DRESSES:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400069

PRINT DATE: 11/15/12

PAGE: 04

TERMS (cont'd):

SUZAN.EDWARDS@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS CONTRACT.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ACTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400069

PRINT DATE: 11/15/12

PAGE: 05

TERMS (cont'd):

UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

0001 05554-000050 LT

EMERGENCY VEHICLE LIGHTING EQUIPMENT, WARNING SYSTEMS AND ACCESSORIES. MANUFACTURER: SOUND OFF SIGNAL

ALL PRODUCTS ARE DISCOUNTED AT 48.1% FROM SOUND-OFF SIGNAL MANUFACTURER'S 2010 PRICE LIST. PRICE LIST TO REMAIN IN EFFECT FOR THE 2-YEAR CONTRACT PERIOD. .

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE